

REMARKS

Claim 1 is pending. Claim 1 has been rejected under 35 U.S.C. § 102(e) as being anticipated by Walker (U.S. Patent No. 6,108,639). Claim 1 is objected to. The drawings and specification are also objected to.

Claim 1 has been amended. Dependent claims 2-4 have been added. The drawings and specification have been amended. No new matter has been added.

Objection to the Drawings

The drawings are objected to as failing to comply with 37 C.F.R. 1.84(p)(4) because reference character 405 has been used “to designate both auction mechanisms and controller denies update” and 406 has been used “to designate both central controller updates data storage device and seller ‘B’ good CSO.” Accordingly, FIG. 1 has been amended to replace reference numeral “405” with “545.” FIG. 4 has been amended to replace reference numerals 401, 402, 403, 404, 405, and 406 with 1401, 1402, 1403, 1404, 1405, and 1406, respectively. The specification has also been amended to reflect these changes.

The drawings are also objected to as failing to comply with 37 CFR 1.84(p)(5) because they include reference signs 412, 602, and 603, which are “not mentioned in the description.” Accordingly, the specification has been amended to recite reference signs 412, 602, and 603.

Objection to the Specification

The abstract of the disclosure is objected to because it is too long. Further, the Examiner suggests the correction of a few typographical errors: in line 5, “goods of services” should be “goods or services”; in line 7, “condition’s” should be “conditions”; in line 17, “condition’s” should be “conditions”; in line 18, “offer’s” should be “offers” and “seller’s” should be “sellers”; in line 19, “offer’s” should be “offers”; and in line 20, “seller’s” should be “sellers”. The disclosure is objected to because on page 21, “402” should be “412”. Accordingly, applicant has corrected the typographical errors and amended the abstract.

Objection to Claim 1

Claim 1 is objected to because the “use of he/she is improper.” Accordingly, claim 1 has been amended to recite “the buyer” rather than “he.”

Rejection of Claim 1 Under 35 USC § 102(e)

Claim 1 has been rejected under 35 U.S.C. § 102(e) as being anticipated by Walker (U.S. Patent No. 6,108,639). This rejection is respectfully traversed.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Walker does not teach each and every element as recited in claim 1 of the present application.

The “original offer” in claim 1 is not anticipated by either the “offer” or “counteroffer” as disclosed by Walker. Specifically, Walker does not teach “using said at least one term to generate a plurality of original sales offers from a corresponding plurality of sellers,” as recited in amended claim 1 of the present application. Claim 1 has been amended to more clearly recite “original sales offers.” (emphasis added). In Walker, a buyer presents an offer that may be accepted by a seller. In claim 1, however, the buyer specifies terms and a plurality of sellers present offers according to the specified terms. The buyer may then choose to accept a seller’s offer. Walker’s “offer” is presented from the buyer to the seller. In claim 1, the seller presents the “original offer” to the buyer.

Additionally, Walker’s “counteroffer” does not anticipate an “original offer.” On page 4, the Office Action states that Walker teaches a “counteroffer whereby the buyer determines whether or not to accept the offer.” However, the buyer in Walker is making the offer, wherein the seller actually determines whether or not to accept the offer. Upon rejecting the offer, the seller presents a counteroffer to the buyer. Walker’s “counteroffer” differs from the “original offer” of the present application in that the counteroffer is not submitted until after the system determines that no seller has accepted the offer of the buyer. Col. 11, lines 47-50. As a result, the counteroffer is not an original offer. A counteroffer can only occur after an original offer has been rejected. In Walker,

the buyer is not determining whether or not to accept the offer, because the buyer has presented the offer and is bound to an acceptance of the offer by the seller. The seller is presented with the offer and can accept the terms of the offer. The seller can return with a counteroffer only after rejecting the terms of the buyer's offer. Walker's counteroffer is presented because the seller has rejected the buyer's specified terms. In claim 1 of the present invention, the seller is presenting an original offer in accordance with the buyer's specified terms.

Walker's teaching of the counteroffer runs contrary to the present invention. For example, a buyer may use the method of claim 1 to purchase a product or a service at a price or rate favorable to the buyer. In Walker, the system increases the bid in the direction unfavorable to the buyer until a seller agrees to the price. See col. 6, lines 57-59. In the present invention, however, the sellers are competing to provide a service for a price or rate more favorable to the buyer than those presented by the other sellers, thereby "generating a plurality of original sales offers." As a result, the sellers are more competitive, because they have more incentive to bid a more favorable figure. This benefits the buyer, who ultimately chooses the seller. Furthermore, Walker teaches that the buyer is bound to the offer when it is accepted by a seller. Col. 3, lines 30-37. In the present application, however, the buyer is not bound by an original sales offer that meets the buyer's specified terms. As a result of these differences, Walker's transaction is seller-executed, such that the seller accepts the offer and binds the buyer to that offer. Conversely, the present invention which is buyer-executed, whereby the buyer in claim 1 is bound after accepting one of the plurality of original offers.

Therefore, Walker fails to anticipate under § 102(e) because it does not teach each and every element of the claimed invention.


CONCLUSION

Having overcome all objections and rejections, it is respectfully submitted that claims 1-4 are in condition for allowance and Notice to that effect is specifically requested. Should the Examiner determine that any further action is necessary to place this application into better form for allowance, the Examiner is encouraged to telephone the undersigned representative at the number listed below. The Commissioner is also authorized to charge additional fees to Deposit Account No. 50-0653.

Respectfully submitted,

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